

ATTACHMENT 4.16-A--"Public Welfare Board" should be substituted by
"Social Service Board" wherever the former appears
AGREEMENT

BETWEEN

THE DIVISION OF VOCATIONAL REHABILITATION OF
THE STATE BOARD FOR VOCATIONAL EDUCATION

AND

THE PUBLIC WELFARE BOARD

The following plan for cooperation between the Division of Vocational Rehabilitation of the State Board for Vocational Education and the Public Welfare Board and for coordination of the services of both agencies has been agreed upon by the State Director of the Division of Vocational Rehabilitation and the Executive Director of the Public Welfare Board.

1. The Division of Vocational Rehabilitation and the Public Welfare Board mutually agree:

- a) That the optimum degree of coordination and cooperation must exist between vocational rehabilitation and public welfare agencies if the best interests of the state's disabled citizens are to be served;
- b) That the ultimate decision as to whether or not an individual with whom both agencies are involved can qualify for and benefit from vocational rehabilitation services rests with the Division of Vocational Rehabilitation;
- c) That all persons applying for Aid to the Disabled, Aid to the Blind, Aid to Families with Dependent Children based on incapacity, and Medical Assistance related to those categories will be screened at the state level by representatives of both agencies; and
- d) Neither public welfare nor vocational rehabilitation personnel will commit one another's program in a contractual agreement with a third party.

2. The Division of Vocational Rehabilitation agrees:

- a) To interview and counsel disabled persons referred by the Public Welfare Board or a county welfare board and, when potential is determined to exist, to proceed with the process of rehabilitation as promptly as its resources permit;

~~Public Welfare Board~~
of North Dakota
Social Service Board

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- b) To notify the county welfare board and the Public Welfare Board of the acceptance for vocational rehabilitation services of any disabled recipient of public assistance;
- c) That a disabled person who has been determined to be suitable for vocational rehabilitation will, insofar as resources permit, be provided;
 - (1) With all needed vocational services permissible through the rehabilitation program including medical and vocational diagnosis, counseling, vocational training, job placement, appropriate follow-up, et cetera;
 - (2) Medical and other restoration services, including prosthesis, for disabled persons who are not eligible to receive public assistance; and
 - (3) Any maintenance assistance to which the individual may be entitled.
- d) That any income available to the disabled person, whether earned or unearned, is to be first applied against his maintenance needs rather than against the costs of his vocational training; and
- e) To provide the county welfare board with periodic progress reports on disabled individuals who are receiving public assistance or services and for whom there is joint rehabilitation planning.

3. The Public Welfare Board agrees:

- a) That the state and county welfare boards will make available to the Division of Vocational Rehabilitation such social, medical, psychological or psychiatric information that they have at their disposal;
- b) That the state and county welfare boards will promptly refer all disabled persons to the Division of Vocational Rehabilitation when such individuals come to their attention;
- c) To provide medical and other restoration services, including prosthesis, for disabled persons who are eligible to receive public assistance;
- d) That insofar as resources permit, to provide physical restoration, including prosthesis, for disabled persons up to 21 years of age who are eligible for assistance through the Crippled Children's Services program;

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- e) That the normal budgetary requirements of the eligible disabled person and his family will be taken into consideration by the county welfare board in computing the amount of their grant entitlement. Additional expenses incurred by the individual and his family as the result of vocational training will be assumed by the Division of Vocational Rehabilitation except that any increase in housing costs resulting from relocation remains the responsibility of public welfare. The amount of contribution by the Division of Vocational Rehabilitation will be disregarded by the county welfare board; and
- f) To promptly report to the Division of Vocational Rehabilitation any substantial change made in the amount of public assistance provided to a trainee and/or his family.

Date: 3/17/70/s/ James O. Fine

State Director, Division of Vocational Rehabilitation

Date: 3/10/70/s/ Leslie O. Ovre

Executive Director, Public Welfare Board of North Dakota

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A G R E E M E N T

Between
The North Dakota State Department of Health
and
The Social Service Board of North Dakota

This Agreement made and entered into this 21st day of March, 1972, by and between the North Dakota State Department of Health and the Social Service Board of North Dakota supersedes the Agreement dated June 21, 1971.

In accordance with Sections 1902 (a) (11) (A) (B) (26) and (28) of the Social Security Act and related regulations promulgated by the Secretary of Health, Education, and Welfare, and as part of the North Dakota State Plan for Medical Assistance, it is required that an agreement be executed between the North Dakota State Department of Health and the Social Service Board of North Dakota which provides for and describes cooperative arrangements and responsibilities of the respective agencies in relation to services and activities concerning recipients of Medical Assistance.

I. GENERAL AREAS OF MUTUAL AGREEMENT

- A. The State Department of Health and the Department of Social Services agree to coordinate responsibilities relating to the utilization of institutional services to assure a high quality of medical and social care for Title XIX recipients.
- B. The State Department of Health and the Department of Social Services will cooperate whenever possible in the professional and technical training of personnel of state and local agencies who participate in the Medical Assistance program.
- C. Maximum use of all direct services provided by the State Department of Health, including home health care services and public health nursing services will be made to meet needs of recipients. This is assured through planned meetings of the field staff of both departments.
- D. Policies and program operations that affect the cooperative work of the State Department of Health and the Department of Social Services will be jointly evaluated to assure progress toward comprehensive planning for health care.
- E. Professional and specialist staff from each department are at all times available to each other for the resolution of mutual problems and the development of health care plans.
- F. The State Department of Health and the Department of Social Services will exchange current and periodic data and reports relating to the certification status of facilities certified under Title XVIII and also in relation to other facilities in which the respective agencies have mutual interest concerning care provided to recipients of Public Assistance and Medical Assistance.
- G. The State Department of Health and the Department of Social Services will cooperate in implementing Title XVIII utilization review procedures in

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hospitals in behalf of all persons receiving Medical Assistance under Title XIX of the Social Security Act.

- H. Provision of understanding between the two departments is that there shall be a free exchange of information.

II. SPECIFIC RESPONSIBILITIES OF MUTUAL AGREEMENT

- A. The State Department of Health will make an on-site survey and resurveys, if necessary, of each skilled nursing home applying to participate or participating as a provider of service under Title XIX to determine compliance or non-compliance with each skilled nursing home standard as defined in 45 CFR 249.10 - 34 F.R. 9788 dated June 24, 1969 and 45 CFR 249.33 - 35 F.R. 6782 dated April 29, 1970.
1. Frequency of surveys -- will be made at least once before an initial agreement and at least once during the term of an agreement, or more frequently, if there is a question of compliance.
 2. Exception -- the on-site survey requirement may be deemed to be met for skilled nursing homes also certified to participate as extended care facilities under Title XVIII of the Social Security Act.
 3. Deficiencies found during survey -- those skilled nursing homes found to have deficiencies will be notified of the deficiencies by the State Department of Health and requested to notify the State Department of Health within ten days of the corrective action to be taken to dispose of deficiencies. A report of the deficiencies will be forwarded to the Department of Social Services including recommendation for certification, certification with deficiencies or with waivers, certification not recommended, in advance of the date for renewal of the agreement with the provider.
- B. The State Department of Health will obtain a statement of nursing home personnel from each skilled nursing home as defined in 45 CFR 249.33 (a) (2) (ii) (b). The State Department of Health will forward this information to the Department of Social Services.
- C. The State Department of Health will provide sufficient evidence to the Department of Social Services that those facilities participating as a provider of extended care under Title XVIII meet the requirements as defined in 45 CFR 249.33 (a) (2) (i) (a) (2).
- D. The State Department of Health will survey each skilled nursing home for compliance with Title VI of the Civil Rights Act of 1964.
- E. The State Department of Health will provide survey personnel who have qualifications that meet the requirements of the North Dakota Merit System Council. Survey personnel for "fire safety" will be in accordance with the State Fire Marshal's office as provided by North Dakota statutes.
- F. The Department of Social Services, after receiving sufficient evidence through the above survey arrangements with the State Department of Health, prior to execution of an agreement with any facility for provision of skilled nursing home care, will review and evaluate such evidence to determine which, if any, appropriate agreement can be executed as defined in 45 CFR 249.33.

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- G. The Department of Social Services is responsible for the granting and execution of permissible waivers as defined in 45 CFR 249.33.
- H. The State Department of Health will provide consultation services to assist skilled nursing homes applying to participate or participating as a facility to qualify for payments under the Social Security Act.
- I. The Department of Social Services agrees to reimburse the State Department of Health by the amount of the federal financial participation for necessary services rendered under Title XIX Social Security Act.
1. The State Department of Health will certify to the Department of Social Services on a quarterly basis for actual salaries, travel and other related expenditures chargeable to surveying of medical facilities and training surveyor personnel.
 2. The Department of Social Services will reimburse the State Department of Health the allowable federal financial participation of the amount certified.

III. TERM OF AGREEMENT AND AMENDMENT PROCEDURE

- A. This agreement may be amended from time to time by mutual agreement of the parties and any such amendment shall be attached to and become part of this agreement.
- B. This agreement shall be in effect indefinitely.
- C. Either party may withdraw by giving sixty (60) days notice in writing to the other party of its intention to withdraw, whereupon withdrawal shall be effective at the expiration of the sixty (60) day period of notice.

3-21-72

(Date)

James R. Amos

James R. Amos, M.D.
State Health Officer
State Department of Health

3-21-72

(Date)

Leslie O. Ovre

Leslie O. Ovre
Executive Director
Social Service Board of North Dakota

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AGREEMENT
AND
STATEMENT OF UNDERSTANDING

document memorializes the agreement and understanding made and entered into
is 9th day of April, 1979, by and between the North Dakota State
Department of Health (hereinafter Health) and the Social Service Board of the State of
North Dakota (hereinafter Social Services).

WHEREAS, Health and Social Services separately administer various programs
which provide health care and services to residents of the State of North Dakota; and

WHEREAS, Health and Social Services have determined that it is essential that
these services be provided in a manner which will effect the twin goals of the effective
service and low cost; and

WHEREAS, Health and Social Services have determined that these goals can only
met through mutual intercommunication, cooperation and assistance;

NOW, THEREFORE, Health and Social Services agree to cooperate, intercommunicate
th assist each other in an endeavor to meet the following mutually desirable
als;

1. Health will be represented on the Medical Care Advisory
Committee of Social Services.
2. Cooperation with the Maternal and Child Health Unit of
Health and Social Services will be maximized through
arrangements which include, but are not limited to, the
purchases of the professional consultive services of
the Director of the Maternal and Child Health Program
by Social Services.
3. Social Services shall make arrangements with the various
local administrative units and provider units as be
necessary to assure that the services covered under this
Agreement are available, to the extent possible, on a
statewide basis.

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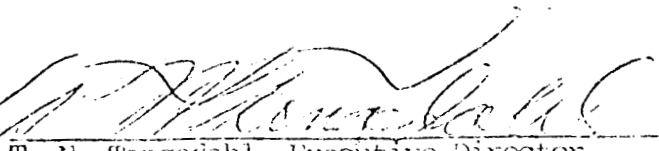
1. Health and Social Services, and the various departments and programs administered by each, shall make referrals, each to the other, as is provided for by current rules, regulations, manual provisions and policy, all of which, by general reference, are incorporated herein.
5. Health and Social Services will meet, at least on an annual basis, to review this Agreement and to identify the units responsible for identifying with specificity the goals and objectives necessary to further this Agreement.
6. Title V services, and relating financing arrangements, shall be uniform in nature throughout the state. The funds available to Health and Social Services shall be used within the limits and administrative arrangements of each program administered thereby.

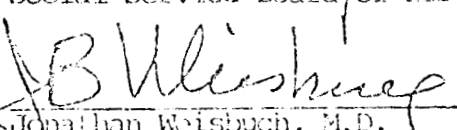
THIS AGREEMENT may be amended at any time upon the concurrence of Health and Social Services in the proposed amendment.

THIS AGREEMENT shall be in force and effect through the 30th day of June, 1979, and shall be renewed thereafter biannually without action by either party. Either party may withdraw from this Agreement by providing the other party with a written statement of intent to withdraw at least 30 days prior to the date of intended withdrawal.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement and statement of Understanding.

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4/9/79


T. N. Tangedahl, Executive Director
Social Service Board of North Dakota


Jonathan Weisbuch, M.D.
North Dakota State Department of Health

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